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Randolph Township Board of Education

RANDOLPH EDUCATION  
ASSOCIATION,

Charging Party,

-and-

RANDOLPH TOWNSHIP BOARD OF  
EDUCATION.

Respondent.

STATE OF NEW JERSEY

BEFORE THE PUBLIC EMPLOYMENT  
RELATIONS COMMISSION

DOCKET NO. CO-2011-047

Administrative Action

**SETTLEMENT AGREEMENT**

**WHEREAS**, the Respondent Randolph Township Board of Education (the “Board”) is a public employer within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (the “Act”) and operates the Randolph School District; and

**WHEREAS**, the Charging Party, the Randolph Education Association (the “Association”) is a public employee representative within the meaning of the Act and the exclusive majority representative for all employees covered by the Recognition Clause of the Agreement, Article 1, including, but not limited to teaching staff members employed by the Board; and

**WHEREAS**, during the 2010-11 and 2011-12 school years, the Board reimbursed Association members for 25% of the waived premium amount or \$5000.00 whichever was less; and

**WHEREAS**, the Association filed an Unfair Labor Practice Charge with the New Jersey Public Employment Relations Commission (the “Commission” or “PERC”) on or about July 27, 2010 alleging that this was a unilateral change in the terms and conditions of the Association members’ employment; and

**WHEREAS**, the Board denied the allegations in the Charge; and

**WHEREAS**, following good faith negotiations, the Association and the Board have reached a full and complete agreement to resolve this matter in its entirety and requiring both parties to fulfill certain obligations all of which the parties wish to memorialize in this Settlement Agreement;

**NOW, THEREFORE**, the Association and the Board hereby stipulate and agree to settle the above captioned unfair practice matter upon the following terms and conditions:

1. For the 2010-11 school year, the Board agrees to reimburse Association members who waived health insurance coverage an additional 25% of the health insurance premium. That amount as set forth in Exhibit A is \$327,333.85.
2. For the 2011-12 school year, the Board agrees to reimburse Association members who waived health insurance coverage an additional 25% of the health insurance premium (from July 1, 2011 through February 29, 2012). That amount as set forth in Exhibit B is \$246,628.40.
3. The Board shall reimburse employees within thirty (30) days of the execution of this agreement.
4. Commencing on March 1, 2012 the Board agrees to reimburse Association members who waive coverage 50% of the insurance premium amount in accordance with Article XXIX(f)(1) of the collective bargaining agreement,

unless and until this term is changed through the collective negotiations process or law.

5. The Association, stipulates that, forthwith following the full execution of this Settlement, it will withdraw, with prejudice, the pending unfair practice charge in the above captioned matter.
6. In consideration for the payment set forth herein, the Association, forever and irrevocably releases and discharges the Board, collectively and officially, its officials, employees, representatives, agents and attorneys (collectively referred to as the "Board") from any and all claims relating or pertaining in any way to the allegations set forth solely in the pending unfair practice charge in the above captioned matter, that it may have against the Board resulting from anything that has happened up to the date of this Settlement including such claims of which it is unaware on behalf of its members.
7. The Association and the Board both agree that the sole purpose of this Settlement is to amicably terminate litigation to avoid the time and expense of the continuation of this dispute, and that it is merely reflection of that goal. Therefore, the parties agree that this Settlement does not constitute an admission of wrongdoing or liability on the part of any party, nor does the Association acknowledge the charge lacks merit. Additionally, the parties agree that this Settlement is not to be construed as a past practice or precedent of any kind on the part of the Board or the Association and may not be used in any subsequent legal or contractual proceeding for any purpose, including but not limited to its use as evidence of such past practice, precedent or liability or as proof of the truth of any

of the allegations set forth in the above referenced unfair practice charge, provided that either party may refer to and use this Settlement in any legal or contractual proceeding to enforce its terms and conditions.

8. The Association has until 5:00 p.m. March 26, 2012 to identify any other members that are entitled to be reimbursed under the terms of this agreement, but were inadvertently omitted from Exhibits A and B. If the Board verifies that any member identified before 5:00 p.m. on March 26, 2012, is entitled to be reimbursed, such member(s) will be reimbursed. If there is a disagreement as to whether any such member is entitled to reimbursement, the dispute shall be resolved through informal discussions, and if it still cannot be resolved, through determination by an arbitrator mutually agreed upon by the parties.
9. In addition, if any member can demonstrate that he or she did not receive notice of this settlement due to being on a sick leave or other leave of absence at the time the agreement was formally approved by the Board, the affected member(s) may claim reimbursement, subject to the same procedures set forth in Section A above.
10. In all other cases (except for members who are reimbursed), the Association and affected member(s) waive their right to reimbursement now and in perpetuity.
11. This Settlement is made and entered into in the State of New Jersey and shall in all respects be interpreted, enforced and governed under the laws of the State of New Jersey.
12. The terms and conditions of this Settlement shall be construed according to their plain meaning, and shall not be construed in favor of or against either the Association or the Board.

13. The Association and Board represent that they have been represented by counsel during the negotiations and development of this Agreement and that each party fully understands the terms of this Agreement. The Association and Board represent that they are fully satisfied with the advice they received from counsel.
14. All parties are bound by this Settlement and each of its provisions. Anyone who succeeds to their rights and responsibilities, such as their successors and assigns, as well as the parties' heirs and the executors of their estates, will also be bound. This Settlement is made for the benefit of all the parties hereto and all who succeed to their rights and responsibilities, and expressly includes their officials, employees, agents, attorneys, successors and assigns.
15. This Settlement is subject to Board approval.
16. If this Settlement is not fully executed by all parties, then it shall become null and void and shall be of no effect.
17. This Settlement embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This Settlement may not be modified except by written instrument executed by all the parties hereto.

IT IS THEREFORE STIPULATED AND AGREED BY THE PARTIES THE DAY  
AND YEAR BELOW WRITTEN.

RANDOLPH EDUCATION ASSOCIATION

By: *[Signature]*  
*El Bauer* Co-President

WITNESS: \_\_\_\_\_

DATED:

RANDOLPH BOARD OF EDUCATION

\_\_\_\_\_  
Amy Sachs, President

WITNESS: \_\_\_\_\_

DATED: